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8 **UNITED STATES DISTRICT COURT FOR THE**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 CYNTHIA MEZA, CHRISTOPHER  
12 MEZA and DORA HERNANDEZ,

13 Plaintiffs,  
14

15 vs.

16 CITY OF SAN GABRIEL, and DOES 1  
17 through 10, inclusive,

18 Defendants.  
19

Case No.: 2:24-cv-09212-AH-PVC

**STIPULATED PROTECTIVE  
ORDER**

20 1. INTRODUCTION

21 1.1 PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
23 proprietary, or private information for which special protection from public disclosure  
24 and from use for any purpose other than prosecuting this litigation may be warranted.  
25 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
26 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
27 blanket protections on all disclosures or responses to discovery and that the protection  
28 it affords from public disclosure and use extends only to the limited information or

1 items that are entitled to confidential treatment under the applicable legal principles.  
2 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
3 Protective Order does not entitle them to file confidential information under seal; Civil  
4 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
5 will be applied when a party seeks permission from the court to file material under seal.

6 1.2 GOOD CAUSE STATEMENT

7 Good cause exists for entry of this Order, as Defendant may produce, among  
8 other things, third party private and confidential information and sensitive law  
9 enforcement information contained in incident reports, investigative files, witness  
10 statements, audio and video recordings, as well as records from police officer personnel  
11 and training files, which Defendant contends are maintained as confidential and official  
12 information. Defendant contends public disclosure of such information would be  
13 invasive of the privacy of third parties and San Gabriel Police Department personnel  
14 which could pose a serious risk to their personal safety and well-being. Limiting  
15 disclosure of these documents to the context of this litigation as provided herein will,  
16 accordingly, further important law-enforcement objectives and interests, including  
17 safety of police personnel, witnesses and the public.

18 The shooting which gives rise to the Complaint herein occurred July 31, 2024.  
19 The shooting is presently being investigated by the California Department of Justice  
20 (“DOJ”), pursuant to Assembly Bill 1506. The DOJ has not released the names of the  
21 involved officer(s). The City of San Gabriel has not released any video or audio  
22 recordings, reports or other materials related to the shooting, in light of the pending  
23 DOJ investigation.

24 Additionally, Defendant will seek medical and mental health records of the  
25 decedent which are protected by decedent’s rights of privacy. Furthermore, Plaintiffs  
26 and Defendant herein will each seek to secure copies of all photographs, x-rays, reports,  
27 notes, diagrams, autopsy protocol, toxicology results and any other records and items  
28 of physical evidence related to decedent Pedro Meza Diaz from the County of Los

1 Angeles Medical Examiner. Release of the photographs and x-rays is restricted and  
2 governed by California Code of Civil Procedure § 129, which requires they be covered  
3 by a protective order. Plaintiffs and Defendant agree that public disclosure of the  
4 decedent's medical and mental health records and materials from the Los Angeles  
5 County Medical Examiner would be invasive to the privacy of the decedent.

6 2. DEFINITIONS

7 2.1 Action: This pending federal law suit.

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
9 of information or items under this Order.

10 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how  
11 it is generated, stored or maintained) or tangible things that qualify for protection under  
12 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
13 Statement, and for which public disclosure is likely to result in particularized harm and  
14 violate privacy interests recognized by law. This information may include:

- 15 a. personnel file records of any peace officer;  
16 b. medical records;  
17 c. social security numbers and similar sensitive identifying  
18 information (unless redacted by order or by agreement of all parties).

19 Except by stipulation or order based on good cause, this information may not include  
20 records and information of foundational facts and investigation of the subject  
21 incident(s), specifically those related to the death of Pedro Meza on July 31, 2024.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
23 support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 "CONFIDENTIAL."

27 2.6 Disclosure or Discovery Material: all items or information, regardless of  
28 the medium or manner in which it is generated, stored, or maintained (including, among

1 other things, testimony, transcripts, and tangible things), that are produced or generated  
2 in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
5 expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
12 this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
23 their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

28

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied from Protected  
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material that  
5 reveal the source of the Protected Material or that reveal specific information entitled  
6 to confidentiality as a matter of law; and (3) any testimony, conversations, or  
7 presentations by Parties or their Counsel that might reveal Protected Material.

8 However, the protections conferred by this Stipulation and Order do not cover  
9 the following information: (a) any information that is in the public domain at the time  
10 of disclosure to a Receiving Party or becomes part of the public domain after its  
11 disclosure to a Receiving Party as a result of publication not involving a violation of  
12 this Order, including becoming part of the public record through trial or otherwise; and  
13 (b) any information known to the Receiving Party prior to the disclosure or obtained by  
14 the Receiving Party after the disclosure from a source who obtained the information  
15 lawfully and under no obligation of confidentiality to the Designating Party; (c) any  
16 information mentioned or referenced in a deposition or in other pretrial or trial  
17 proceedings, unless such portions of testimony have been designated as confidential  
18 pursuant to section 5.2 (b) of this order.

19 Any use of Protected Material at trial will be governed by the orders of the trial  
20 judge. This Order does not govern the use of Protected Material at trial.

21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Order will remain in effect until a Designating Party agrees otherwise  
24 in writing or a court order otherwise directs. Final disposition will be deemed to be the  
25 later of (1) dismissal of all claims and defenses in this Action, with or without  
26 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
27 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
28 for filing any motions or applications for extension of time pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this  
4 Order must take care to limit any such designation to specific material that qualifies  
5 under the appropriate standards. The Designating Party must designate for protection  
6 only those parts of material, documents, items, or oral or written communications that  
7 qualify so that other portions of the material, documents, items, or communications for  
8 which protection is not warranted are not swept unjustifiably within the ambit of this  
9 Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper purpose  
12 (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating Party  
14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, said Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
20 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
21 Order must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents,  
24 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
25 Producing Party affix at a minimum, the legend "CONFIDENTIAL THESE  
26 DOCUMENTS ARE SUBJECT TO THE TERMS OF A PROTECTIVE ORDER,  
27 CASE NO. 2:24-CV-09212-AH-PVC" (hereinafter "CONFIDENTIAL legend"), to  
28 each page that contains protected material. If only a portion or portions of the material

1 on a page qualifies for protection, the Producing Party also must clearly identify the  
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and before  
6 the designation, all of the material made available for inspection will be deemed  
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
8 copied and produced, the Producing Party must determine which documents, or  
9 portions thereof, qualify for protection under this Order. Then, before producing the  
10 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
11 to each page that contains Protected Material. If only a portion or portions of the  
12 material on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify the  
15 Disclosure or Discovery Material on the record, before the close of the deposition all  
16 protected testimony.

17 (c) for information produced in some form other than documentary and for any  
18 other tangible items, that the Producing Party affix in a prominent place on the exterior  
19 of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL. THESE DOCUMENTS ARE SUBJECT TO THE TERMS OF A  
21 PROTECTIVE ORDER, CASE NO. 2:24-CV-09212-AH-PVC” If the information is  
22 produced electronically, then the term “CONFIDENTIAL” must appear in the name of  
23 each electronic file containing confidentially designated information. If only a portion  
24 or portions of the information warrants protection, the Producing Party, to the extent  
25 practicable, will identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive the  
28 Designating Party’s right to secure protection under this Order for such material. Upon



1 timely correction of a designation, the Receiving Party must make reasonable efforts  
2 to assure that the material is treated in accordance with the provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's Scheduling  
6 Order.

7 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
8 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et  
9 seq.

10 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
11 court intervention, the Designating Party shall file and serve a motion to retain  
12 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-  
13 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of  
14 the parties agreeing that the meet and confer process will not resolve their dispute,  
15 whichever is earlier. Each such motion must be accompanied by a competent  
16 declaration affirming that the movant has complied with the meet and confer  
17 requirements imposed in the preceding paragraph. Failure by the Designating Party to  
18 make such a motion including the required declaration within 21 days (or 14 days, if  
19 applicable) shall automatically waive the confidentiality designation for each  
20 challenged designation. In addition, the Challenging Party may file a motion  
21 challenging a confidentiality designation at any time if there is good cause for doing  
22 so, including a challenge to the designation of a deposition transcript or any portions  
23 thereof.

24 The burden of persuasion in any such challenge proceeding will be on the  
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
26 to harass or impose unnecessary expenses and burdens on other parties) may expose  
27 the Challenging Party to sanctions. Unless the Designating Party has waived or  
28 withdrawn the confidentiality designation, all parties will continue to afford the



1 material in question the level of protection to which it is entitled under the Producing  
2 Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a  
11 location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
16 only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
19 disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of the  
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the Court and its personnel;

26 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
9 not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
11 by the Designating Party or ordered by the court. Pages of transcribed deposition  
12 testimony or exhibits to depositions that reveal Protected Material may be separately  
13 bound by the court reporter and may not be disclosed to anyone except as permitted  
14 under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
19 disclose the information for this Action;

20 (b) the Court and its personnel;

21 (c) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information; and

23 (d) any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that  
4 compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification will  
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena or  
10 order is subject to this Protective Order. Such notification will include a copy of this  
11 Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued  
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with  
15 the subpoena or court order will not produce any information designated in this action  
16 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
17 or order issued, unless the Party has obtained the Designating Party’s permission. The  
18 Designating Party will bear the burden and expense of seeking protection in that court  
19 of its confidential material and nothing in these provisions should be construed as  
20 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
21 directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
23 IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a Non-  
25 Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
26 by Non-Parties in connection with this litigation is protected by the remedies and relief  
27 provided by this Order. Nothing in these provisions should be construed as prohibiting  
28 a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
4 information, then the Party will:

5 (1) promptly notify in writing the Requesting Party and the Non-Party that  
6 some or all of the information requested is subject to a confidentiality agreement with  
7 a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated  
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by the Non-  
12 Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within 14  
14 days of receiving the notice and accompanying information, the Receiving Party may  
15 produce the Non-Party's confidential information responsive to the discovery request.  
16 If the Non-Party timely seeks a protective order, the Receiving Party will not produce  
17 any information in its possession or control that is subject to the confidentiality  
18 agreement with the Non-Party before a determination by the court. Absent a court order  
19 to the contrary, the Non-Party will bear the burden and expense of seeking protection  
20 in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
25 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
26 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
27 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
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request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. Protected

1 Material may only be filed under seal pursuant to a court order authorizing the sealing  
2 of the specific Protected Material at issue. If a Party's request to file Protected Material  
3 under seal is denied by the court, then the Receiving Party may file the information in  
4 the public record unless otherwise instructed by the court.

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60  
7 days of a written request by the Producing or Designating Party, each Party must return  
8 all Protected Material to the Producing Party or destroy such material. As used in this  
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
10 summaries, and any other format reproducing or capturing any of the Protected  
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
12 must submit a written certification to the Producing Party (and, if not the same person  
13 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
14 category, where appropriate) all the Protected Material that was returned or destroyed  
15 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
16 compilations, summaries or any other format reproducing or capturing any of the  
17 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
18 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
19 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
20 attorney work product, and consultant and expert work product, even if such materials  
21 contain Protected Material. Any such archival copies that contain or constitute  
22 Protected Material remain subject to this Protective Order as set forth in Section 4  
23 (DURATION).

1           14. Any willful violation of this Order may be punished by civil or criminal  
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
3 authorities, or other appropriate action at the discretion of the Court.

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5 GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO ORDERED.

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8 DATED: January 15, 2025



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HON. PEDRO V. CASTILLO  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_ **[full address]**, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on January \_\_\_, 2025, in the case of CYNTHIA MEZA, CHRISTOPHER MEZA and DORA HERNANDEZ v. CITY OF SAN GABRIEL, and DOES 1 through 10, inclusive, Case No. 2:24-CV-09212-AH-PVC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ **[full name]** of \_\_\_\_\_ **[full address and telephone number]** as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_